

TRACT 10349
TOWNS, ROWS & FLATS AT METRO

FOR CONDOMINIUM PURPOSES
CONSISTING OF 7 SHEETS
BEING A SUBDIVISION OF PARCEL TWO AND PARCEL THREE OF LOT LINE
ADJUSTMENT 2011-009, RECORDED DECEMBER 21, 2012 AS INSTRUMENT
NUMBER 22015584 OF OFFICIAL RECORDS, SANTA CLARA COUNTY RECORDS
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

AUGUST 2016

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINE.

THE REAL PROPERTY BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

WE HEREBY OFFER FOR DEDICATION TO THE CITY OF MILPITAS FOR PUBLIC USE FOR OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING:

1. EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES (EAE).
2. EASEMENT FOR PUBLIC SERVICE AND UTILITY PURPOSES (PSUE).
3. EASEMENT FOR SIDEWALK PURPOSES (SWE).
4. EASEMENT FOR WATERLINE PURPOSES (WLE).

THE ABOVE MENTIONED EASEMENTS (EAE, PSUE, SWE AND WLE) SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE AND PUBLIC UTILITY STRUCTURES AND THEIR APPURTENANCES (SUCH AS POLES, CONDUITS, WIRES, GAS LINES, TRANSFORMER, RECYCLED WATER SYSTEM, ETC), IRRIGATION SYSTEMS AND THEIR APPURTENANCES, AND LAWFUL FENCES. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

WE ALSO HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THIS SUBDIVISION, THEIR LICENSES, VISITORS AND TENANTS WITH MAINTENANCE BY THE HOMEOWNERS ASSOCIATION ALL IN ACCORDANCE WITH THE DECLARATIONS OF COVENANTS CONDITIONS AND RESTRICTIONS CREATED FOR TRACT 10349 THE FOLLOWING:

1. PARCEL A, AND PARCEL B FOR PRIVATE STREET AND PRIVATE UTILITY PURPOSES; SAID STREETS AND PARCELS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION ALL IN ACCORDANCE WITH THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS CREATED FOR TRACT 10349.
2. PARCEL C FOR TRASH ENCLOSURE PURPOSES; SAID PARCEL WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION ALL IN ACCORDANCE WITH THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS CREATED FOR TRACT 10349.
3. EASEMENTS FOR PRIVATE ACCESS PURPOSES (PAE)

THE DESIGNATED PRIVATE STREETS ON THIS MAP ARE NOT PART OF THE CITY OF MILPITAS STREET SYSTEM AND ARE NOT OFFERED NOR ACCEPTED FOR PUBLIC MAINTENANCE.

AS OWNER: PULTE HOME CORPORATION, A MICHIGAN CORPORATION

BY: _____ DATED: _____

NAME: ANDREW A. COST

TITLE: DIVISION DIRECTOR OF LAND DEVELOPMENT

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____, BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT
BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT
THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2016, AT _____ M. IN BOOK OF MAPS _____
AT PAGES _____, SERIES NUMBER _____, AT THE REQUEST OF CHICAGO TITLE COMPANY.

FEE _____

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER

BY _____
DEPUTY

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CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

AUGUST 2016

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP; THAT THE SUBDIVISION AS SHOWN THEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT THIS SUBDIVISION COMPLIES WITH PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

SIGNED _____
STEVEN MACHIDA, P.E. DATE
CITY ENGINEER, CITY OF MILPITAS
R.C.E. NO. 38441, EXPIRATION DATE MARCH 31, 2017

SOILS REPORT

A SOIL AND GEOTECHNICAL INVESTIGATION REPORT FOR TRACT 10349 HAS BEEN PREPARED BY CORNERSTONE EARTH GROUP DATED APRIL 19, 2016, PROJECT NO. 461-5-2, BY JOHN R. DYE, P.E., G.E., LICENSE NO. GE2582. SAID REPORT IS ON FILE WITH THE CITY OF MILPITAS.

AGREEMENTS OF RECORD

1. DOC. NO. 20736658 OF OFFICIAL RECORDS, RECORDED JUNE 9, 2010
COST SHARING AND REIMBURSEMENT AGREEMENT
2. DOC. NO. 21662249 OF OFFICIAL RECORDS, RECORDED MAY 9, 2012
STATEMENT OF AMENDED PROCEEDING – AFFECTS REDEVELOPMENT PLAN FOR PROJECT AREA NO. 1

CITY CLERK'S STATEMENT

I, MARY LAVELLE, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY CERTIFY THAT SAID CITY COUNCIL, AS GOVERNING BODY OF SAID CITY AT A REGULAR MEETING HELD ON _____, 2016, HAS TAKEN THE FOLLOWING ACTIONS:

1. APPROVED THIS TRACT MAP NO. 10349
2. ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF OFFER OF DEDICATION TO WIT:
 - A. EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES (EAE).
 - B. EASEMENT FOR PUBLIC SERVICE AND UTILITY PURPOSES (PSUE).
 - C. EASEMENT FOR SIDEWALK PURPOSES (SWE).
 - D. EASEMENT FOR WATER LINE PURPOSES (WLE).
3. PURSUANT TO GOVERNMENT SECTION 66499.20.2 AND 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED AND ARE NOT SHOWN HEREON:
 - 1) SLOPE EASEMENT RECORDED APRIL 5, 1973, IN BOOK 0312, PAGE 172, OFFICIAL RECORDS OF SANTA CLARA COUNTY.
 - 2) SEWER EASEMENT AS SHOWN ON PARCEL MAP FILED NOVEMBER 20, 1982 IN BOOK 580 OF MAPS AT PAGE 49, OFFICE OF SANTA CLARA COUNTY RECORDER.

DATED: _____
MARY LAVELLE
CITY CLERK, CITY OF MILPITAS

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

SIGNED _____
LORI MAY WEIS, P.L.S. DATE
ACTING CITY SURVEYOR, CITY OF MILPITAS
MOTT MACDONALD
P.L.S. NO 8803, EXPIRATION DATE DECEMBER 31, 2016

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AT THE REQUEST OF PULTE HOME CORPORATION, A MICHIGAN CORPORATION, IN FEBRUARY 2016. I HEREBY STATE THAT THIS FINAL MAP COMPLIES WITH FINAL MAP PROCEDURES OF THE CITY OF MILPITAS, AND THAT THIS FINAL MAP CONFORMS TO THE APPROVED TENTATIVE MAP AND CONDITIONS OF APPROVAL THEREOF WHICH WERE REQUIRED TO BE FULFILLED PRIOR TO THE FILING OF THE FINAL MAP, AND IT IS TECHNICALLY CORRECT. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2018; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE _____



MARK H. WEHBER, P.L.S.
L.S. NO. 7960

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BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS
ON MERRY LOOP, THE BEARING BEING N78°19'00"E PER TRACT MAP 10060 FILED IN
BOOK 864 OF MAPS AT PAGE 48, SANTA CLARA COUNTY RECORDS.

LEGEND

	DISTINCTIVE BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(DATA)(#)	RECORD DATA AND REFERENCE NUMBER
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-TL)	MONUMENT TO TIE LINE
●	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
○	SET 5/8" REBAR AND CAP OR NAIL AND TAG, LS 7960
PSUE	PUBLIC SERVICE AND UTILITY EASEMENT
PAE	PRIVATE ACCESS EASEMENT
EAE	EMERGENCY VEHICLE ACCESS EASEMENT
WLE	WATER LINE EASEMENT
SWE	SIDEWALK EASEMENT
SNF	SEARCHED, NOT FOUND

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP (580 M 49)
(2) LOT LINE ADJUSTMENT (DN 22015584)
(3) LOT LINE ADJUSTMENT (DN 20274845)
(4) TRACT 10060 (864 M 48)
(5) TRACT 10037 (880 M 3)
(6) RECORD OF SURVEY (308 M 16)
(7) TRACT 10218 (880 M 7)
(8) CITY OF MILPITAS BENCHMARK SYSTEM, DATED JUNE 12, 2012

ABANDONMENT NOTE

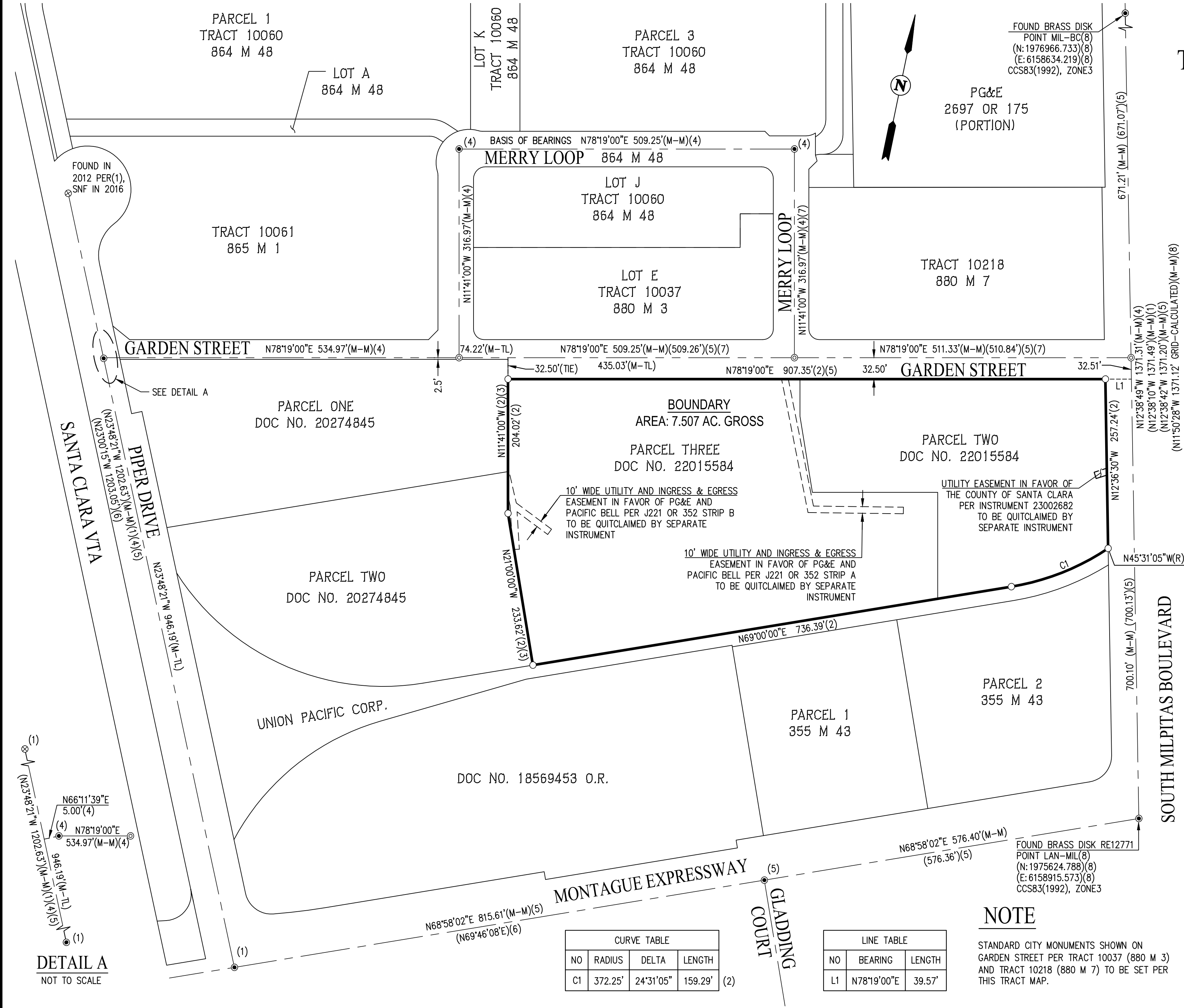
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NOTE

STANDARD CITY MONUMENTS SHOWN ON
GARDEN STREET PER TRACT 10037 (880 M 3)
AND TRACT 10218 (880 M 7) TO BE SET PER
THIS TRACT MAP.

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	372.25'	24°31'05"	159.29'

LINE TABLE		
NO	BEARING	LENGTH
L1	N78°19'00"E	39.57'



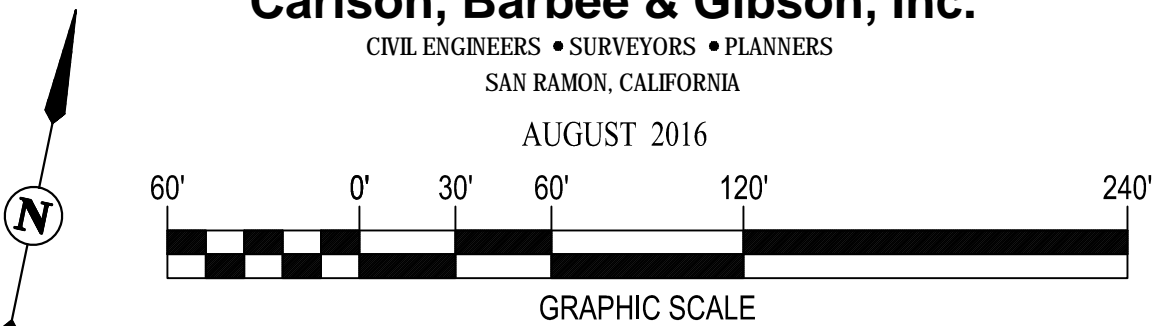
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SAN RAMON, CALIFORNIA

AUGUST 2016



BASIS OF BEARINGS:

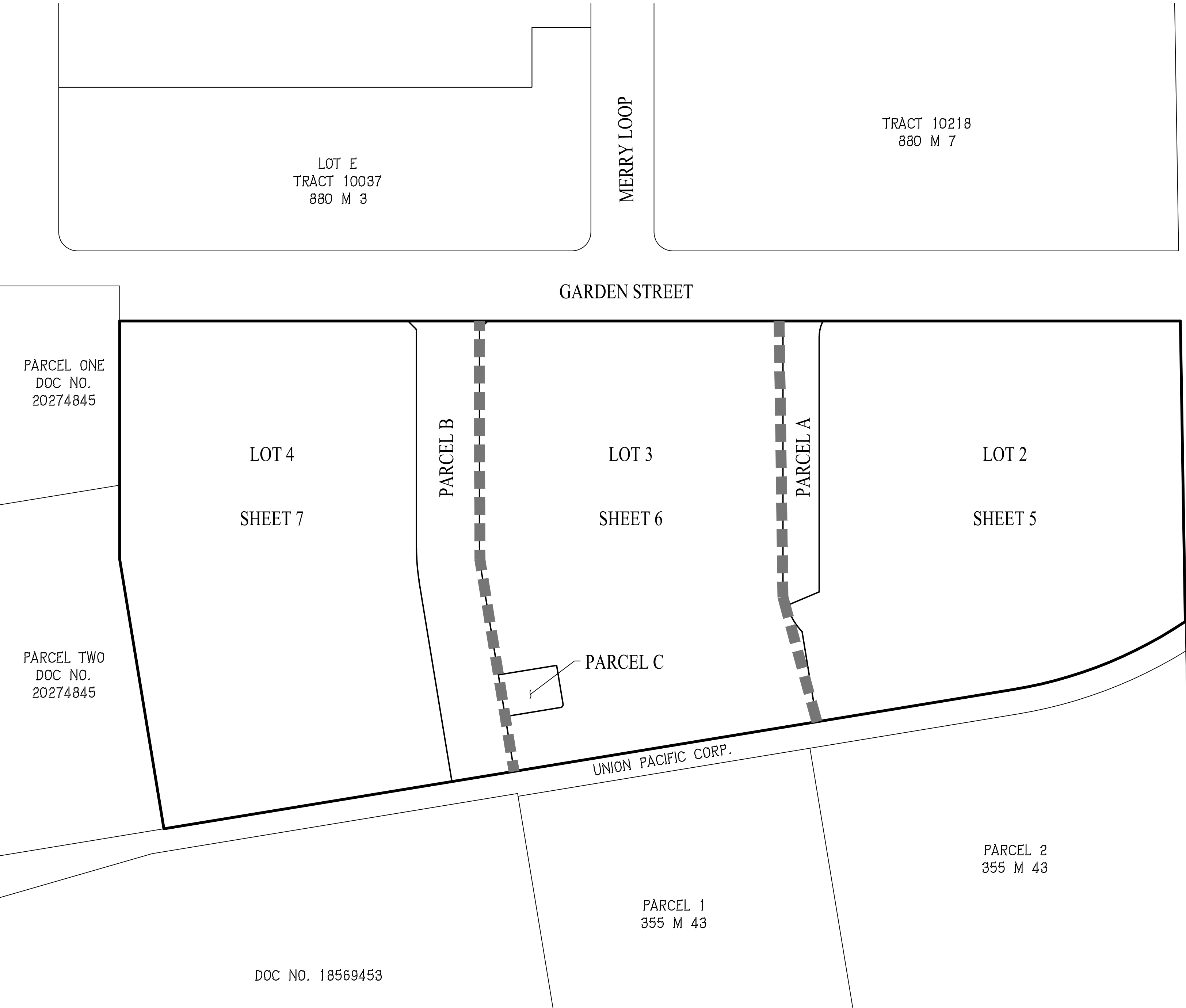
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LEGEND

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WLE	WATER LINE EASEMENT
SWE	SIDEWALK EASEMENT
SNF	SEARCHED, NOT FOUND
	SHEET BOUNDARY

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GRAPHIC SCALE

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LEGEND

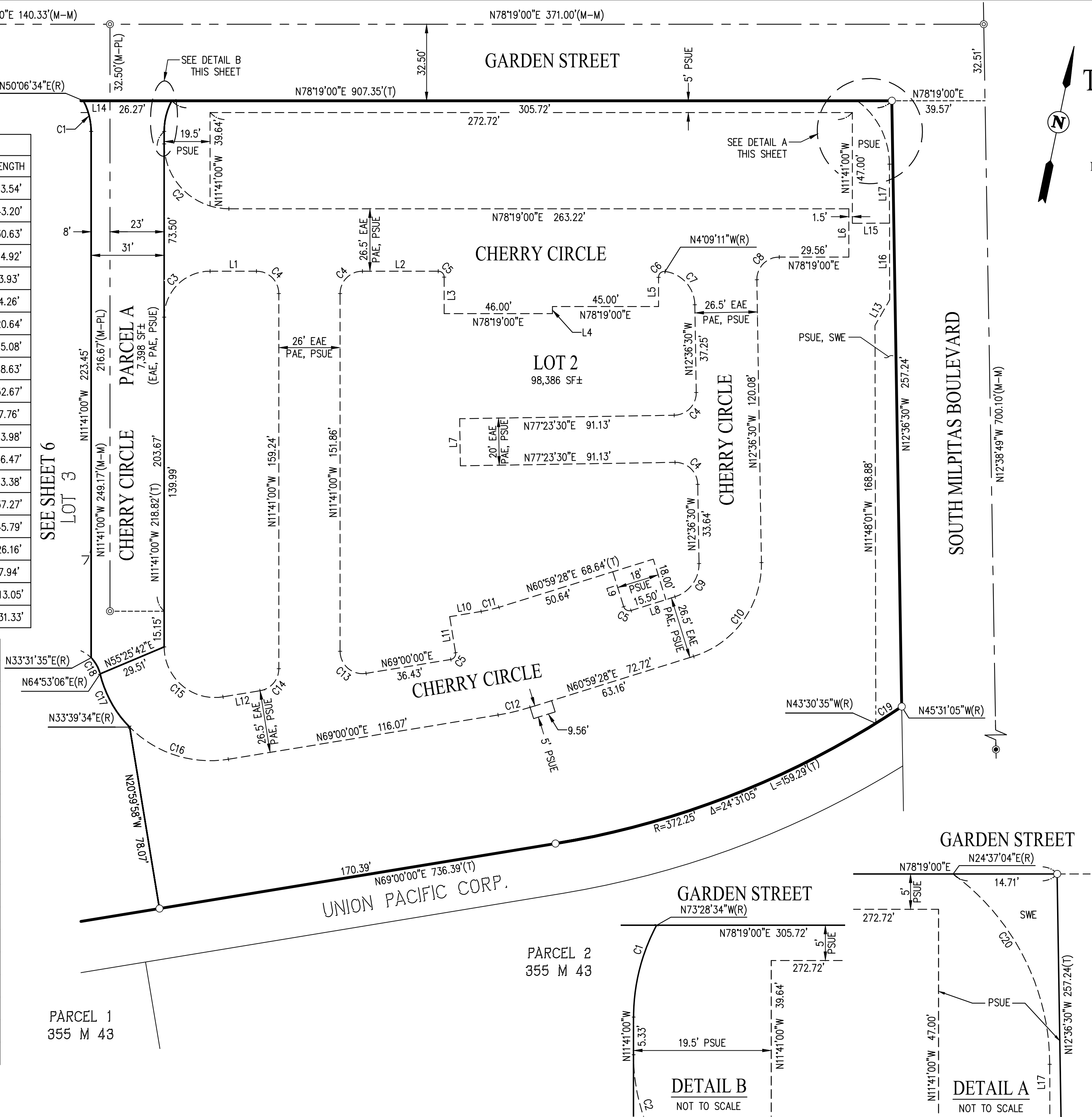
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(8) CITY OF MILPITAS BENCHMARK SYSTEM, DATED JUNE 12, 2012

CURVE TABLE			
NØ	RADIUS	DELTA	LENGTH
C1	27.50'	28°12'26"	13.54'
C2	27.50'	90°00'00"	43.20'
C3	19.50'	90°00'00"	30.63'
C4	9.50'	90°00'00"	14.92'
C5	2.50'	90°00'00"	3.93'
C6	2.50'	97°31'49"	4.26'
C7	14.50'	81°32'41"	20.64'
C8	9.50'	90°55'30"	15.08'
C9	14.50'	73°35'58"	18.63'
C10	41.00'	73°35'58"	52.67'
C11	55.50'	8°00'32"	7.76'
C12	100.00'	8°00'32"	13.98'
C13	9.50'	99°19'00"	16.47'
C14	9.50'	80°41'00"	13.38'
C15	21.50'	99°19'00"	37.27'
C16	48.00'	54°39'34"	45.79'
C17	48.00'	31°13'32"	26.16'
C18	14.50'	31°21'32"	7.94'
C19	372.25'	2°00'30"	13.05'
C20	33.50'	53°34'55"	31.33'

LINE TABLE		
NØ	BEARING	LENGTH
L1	N78°19'00"E	19.71'
L2	N78°19'00"E	32.20'
L3	N11°41'00"W	15.50'
L4	N11°41'00"W	3.00'
L5	N11°41'00"W	12.40'
L6	N11°41'00"W	20.50'
L7	N12°36'30"W	20.00'
L8	N60°59'28"E	19.58'
L9	N29°00'32"W	15.50'
L10	N69°00'00"E	13.53'
L11	N21°00'00"W	15.50'
L12	N69°00'00"E	15.98'
L13	N18°04'29"E	12.55'
L14	N78°19'00"E	11.27'
L15	N78°11'59"E	15.78'
L16	N11°48'01"W	32.54'
L17	N11°48'01"W	25.04'



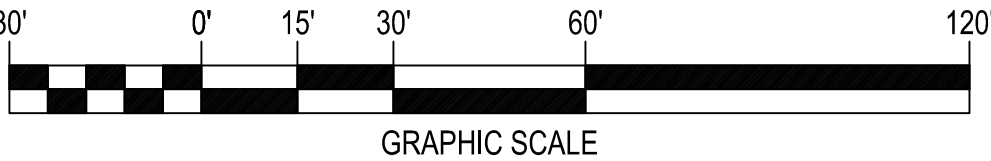
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AUGUST 2016



BASIS OF BEARINGS:

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ON MERRY LOOP, THE BEARING BEING N78°19'00"E PER TRACT MAP 10060 FILED IN
BOOK 864 OF MAPS AT PAGE 48, SANTA CLARA COUNTY RECORDS.

LEGEND

	DISTINCTIVE BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
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(T)	TOTAL
(R)	RADIAL
(DATA)(#)	RECORD DATA AND REFERENCE NUMBER
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○	SET 5/8" REBAR AND CAP OR NAIL AND TAG, LS 7960
PSUE	PUBLIC SERVICE AND UTILITY EASEMENT
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(7) TRACT 10218 (880 M 7)
(8) CITY OF MILPITAS BENCHMARK SYSTEM, DATED JUNE 12, 2012

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	3.00'	45°00'00"	2.36'
C2	2.50'	90°00'00"	3.93'
C3	2.50'	94°56'16"	4.14'
C4	9.50'	85°03'44"	14.10'
C5	9.50'	90°00'00"	14.92'
C6	27.50'	28°12'26"	13.54'
C7	100.00'	9°19'00"	16.26'
C8	74.00'	9°19'00"	12.03'
C9	12.50'	90°00'00"	19.63'
C10	14.50'	45°12'35"	11.44'
C11	14.50'	31°21'32"	7.94'
C12	48.00'	31°13'32"	26.16'
C13	9.50'	99°19'00"	16.47'
C14	123.00'	9°19'00"	20.00'
C15	1.50'	90°00'00"	2.36'

LINE TABLE		
NO	BEARING	LENGTH
L1	N33°19'00"E	7.67'
L2	N78°19'00"E	22.50'
L3	N11°41'00"W	4.64'
L4	N78°19'00"E	5.50'
L5	N11°41'00"W	23.00'
L6	N78°19'00"E	5.47'
L8	N21°00'00"W	1.50'
L9	N69°00'00"E	15.50'
L10	N21°00'00"W	18.00'
L11	N69°00'00"E	16.00'
L13	N21°00'00"W	4.50'
L14	S21°00'00"E	4.84'
L15	N69°00'00"E	27.00'
L16	N69°00'00"E	16.50'
L17	N21°00'00"W	15.00'
L18	N69°00'00"E	17.00'
L19	N21°00'00"W	0.50'

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AUGUST 2016



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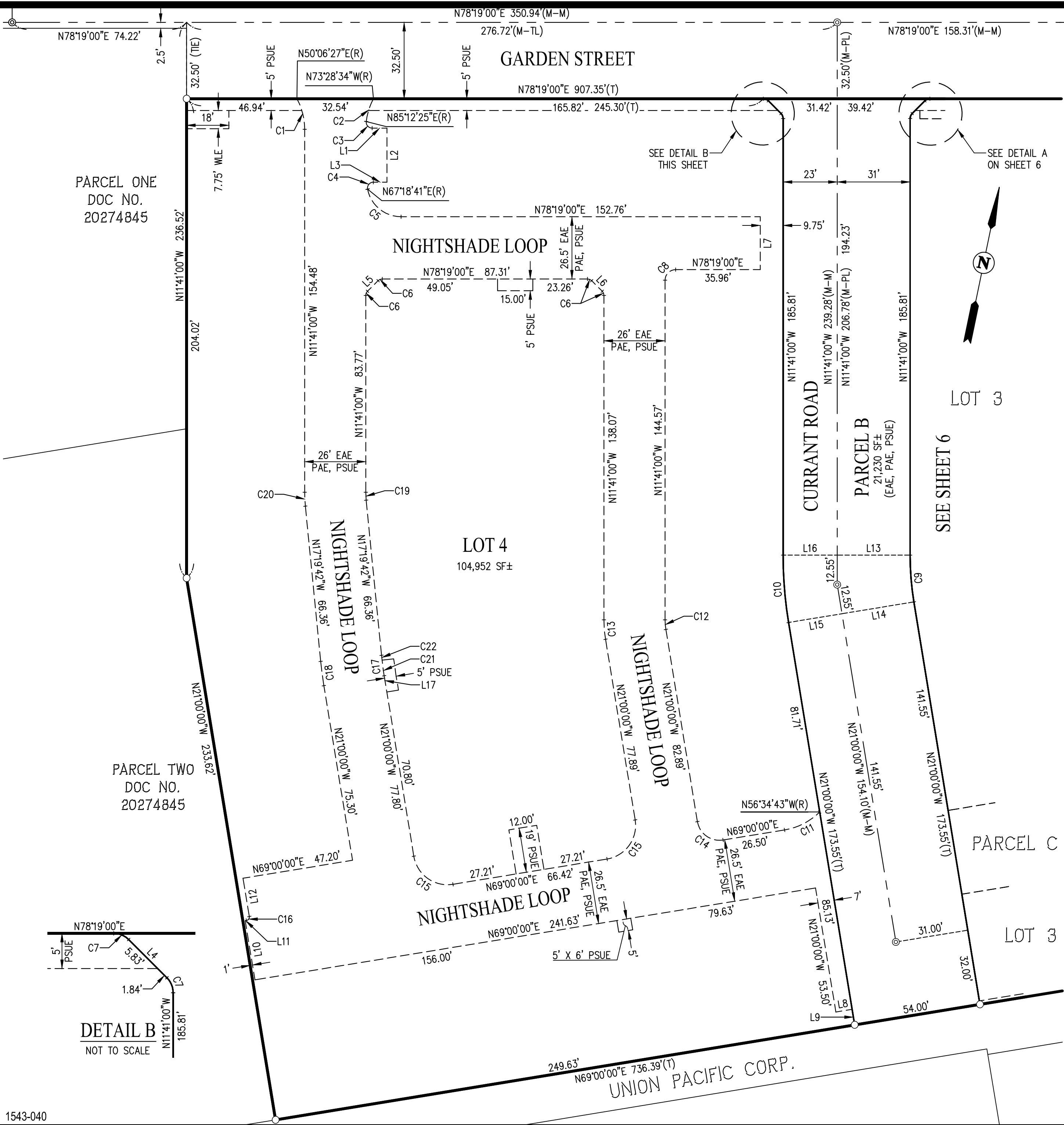
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●	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
○	SET 5/8" REBAR AND CAP OR NAIL AND TAG, LS 7960
PSUE	PUBLIC SERVICE AND UTILITY EASEMENT
PAE	PRIVATE ACCESS EASEMENT
EAE	EMERGENCY VEHICLE ACCESS EASEMENT
WLE	WATER LINE EASEMENT
SWE	SIDEWALK EASEMENT
SNF	SEARCHED, NOT FOUND

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP (580 M 49)
(2) LOT LINE ADJUSTMENT (DN 22015584)
(3) LOT LINE ADJUSTMENT (DN 20274845)
(4) TRACT 10060 (864 M 48)
(5) TRACT 10037 (880 M 3)
(6) RECORD OF SURVEY (308 M 16)
(7) TRACT 10218 (880 M 7)
(8) CITY OF MILPITAS BENCHMARK SYSTEM, DATED JUNE 12, 2012

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	27.50'	28°12'33"	13.54'
C2	27.50'	21°19'01"	10.23'
C3	2.50'	96°53'25"	4.23'
C4	2.50'	101°00'19"	4.41'
C5	14.50'	78°59'41"	19.99'
C6	2.50'	45°00'00"	1.96'
C7	3.00'	45°00'00"	2.36'
C8	4.50'	90°00'00"	7.07'
C9	123.00'	9°19'00"	20.00'
C10	177.00'	9°19'00"	28.78'
C11	27.50'	35°34'43"	17.08'
C12	25.00'	9°19'00"	4.07'
C13	51.00'	9°19'00"	8.29'
C14	9.50'	90°00'00"	14.92'
C15	14.50'	90°00'00"	22.78'
C16	1.50'	90°00'00"	2.36'
C17	137.00'	3°40'18"	8.78'
C18	163.00'	3°40'18"	10.45'
C19	34.00'	5°38'42"	3.35'
C20	60.00'	5°38'42"	5.91'
C21	137.00'	2°48'13"	6.70'
C22	137.00'	0°52'05"	2.08'

LINE TABLE		
NO	BEARING	LENGTH
L1	N78°19'00"E	6.32'
L2	N11°41'00"W	23.00'
L3	N78°19'00"E	5.79'
L4	N56°41'00"W	7.67'
L5	N33°19'00"E	6.36'
L6	N56°41'00"W	6.36'
L7	N11°41'00"W	22.50'
L8	N69°00'00"E	7.00'
L9	N21°00'00"W	6.71'
L10	N21°00'00"W	25.50'
L11	N69°00'00"E	0.51'
L12	N21°00'00"W	16.50'
L13	N78°19'00"E	31.00'
L14	N69°00'00"E	31.00'
L15	N69°00'00"E	23.00'
L16	N78°19'00"E	23.00'
L17	N21°00'00"W	7.00'



Subdivider(s): PULTE HOME CORPORATION

Subdivision Name: Metro

Private Job Account No.: 1211

Improvement Plan No.: 2-1183 and 2-1164

Tract Map No.: 10349

Council Approval Date: 9/6/16

CITY OF MILPITAS

SUBDIVISION IMPROVEMENT AGREEMENT

This AGREEMENT, executed this _____ day of _____ 2016, at Milpitas, California, is by and between the CITY OF MILPITAS, a municipal corporation of the State of California, (hereafter referred to as "CITY"); and PULTE HOME CORPORATION, a Michigan Corporation (hereafter referred to as "SUBDIVIDER").

RECITALS

- A. SUBDIVIDER desires to subdivide certain land in the CITY in accordance with a final map filed with the Milpitas City Council, marked and designated as Tract No. 10349 (the "Subdivision").
- B. The Subdivision shows certain easements which are offered for dedication for public use.
- C. SUBDIVIDER entered into the Assignment of Subdivision Improvement Agreement with Milpitas Station (San Jose) Venture, LLLP on July 8, 2015, assuming all of the obligations arising under or in connection with the Subdivision Improvement Agreement dated September 30, 2014 between the City and Milpitas Station (San Jose) Venture, LLLP.
- D. SUBDIVIDER is subject to Section 16 of the Fee Credit Agreement for Transit Area Specific Plan Public Facilities and Public Improvements dated June 17, 2014.
- E. SUBDIVIDER is subject to applicable sections of the Cost Sharing and Reimbursement Agreement dated August 18, 2009 and recorded as Document No. 20427520 with the County of Santa Clara Recorder's Office.

NOW, THEREFORE, in consideration of the mutual covenants terms and conditions herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. SUBDIVIDER shall at its sole cost and expense, construct all those certain improvements listed in **Improvement Plan No. 2-1164 and 2-1183** ("Improvement Plan") and specifications, which includes setting survey monuments and identified by Private Job Account No. 1211 (and any subsequent accounts created for this Subdivision, hereby referred to and made a part hereof the same as if set forth at length herein), and as set forth in the conditions of approval for the Subdivision. SUBDIVIDER agrees that any design changes to the Improvement Plan may necessitate CITY

approval.

2. No improvement work shall be undertaken by SUBDIVIDER until all plans and specifications have received approval by the City Engineer, in writing, nor shall any change be made in said plans and specifications or in the work of improvement to be done under them without the prior written approval of the City Engineer or his/her designee.
3. SUBDIVIDER shall construct said improvements and said construction is subject to the inspection of and to the satisfaction of the CITY.
4. SUBDIVIDER shall construct said improvements in accordance with the requirements set forth in said Improvement Plan referred to above, all applicable local, state, and federal codes, ordinances, resolutions and orders of CITY enacted or adopted by said City Council as amended or revised as of the date hereof, and governing statutes of the State of California or of the United States of America.
5. SUBDIVIDER shall carry out and shall cause its contractors to carry out construction of the said improvements in conformity with all applicable laws and regulations, including without limitation, all applicable federal and state labor laws and standards. To the extent applicable to **PULTE HOME CORPORATION, a Michigan Corporation** and its subcontractors and agents, shall comply with California Labor Code Section 1720 et seq. and regulations adopted pursuant thereto ("**Prevailing Wage Laws**") and shall be responsible for carrying out the requirements of such provisions.
6. SUBDIVIDER shall hereby indemnify, defend (with counsel approved by CITY), protect and hold harmless the indemnitees from and against any and all Claims whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages, the failure to comply with any state or federal labor laws, regulations or standards in connection with this AGREEMENT, including but not limited to the Prevailing Wage Laws, or any act or omission of CITY or Developer related to this AGREEMENT with respect to the payment or requirement of payment of prevailing wages, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that CITY does not, and shall not, waive any rights against Developer which they may have by reason of this indemnity and hold harmless AGREEMENT because of the acceptance by CITY, or Developer's deposit with CITY of any of the insurance policies described in this AGREEMENT.
7. All said improvements shall be completed and ready for final inspection by the CITY **within 36 months** of the date of execution of this AGREEMENT or **prior to first Certificate of Occupancy** for the Subdivision, whichever comes first. If SUBDIVIDER shall fail to complete the work required by this AGREEMENT within same time, CITY may, at its option, and after giving ten (10) days written notice thereof to SUBDIVIDER, complete the same and recover the full cost and expense thereof from SUBDIVIDER. Additionally, CITY may contact the surety bond companies and seek enforcement of any bonds securing this AGREEMENT.
8. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY as obligee in the penal sum of **Six hundred eighty thousand DOLLARS (\$680,000) for public improvements 2-1183 and 2-1164**, Three hundred thirty five thousand DOLLARS (\$335,000) for Joint Pole and Electrical Transmission Line Relocation, and One Hundred and eighty-five thousand five hundred DOLLARS (\$185,000) for Electrical Distribution Line Undergrounding across UPRR conditioned upon the full and faithful performance of each of the terms, covenants, and conditions of this Agreement and conditioned upon the full and faithful performance of any and all public

improvement work required hereunder. Bond amount shall be adjusted annually per Construction Cost Index San Francisco Region as published by the Engineering News-Record.

9. In the event that SUBDIVIDER fails to perform any obligation on its part to be performed hereunder, SUBDIVIDER shall pay all costs and expenses incurred by CITY in securing performance of such obligation, and if suit be brought by CITY to enforce this AGREEMENT, SUBDIVIDER, shall pay costs of suit and reasonable attorney's fees to be fixed by the Court.
10. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY, as obligee, in the penal sum of **Six hundred eighty thousand DOLLARS (\$680,000) for public improvements 2-1183 and 2-1164**, Three hundred thirty five thousand DOLLARS (\$335,000) for Joint Pole and Electrical Transmission Line Relocation, and One Hundred and eighty-five thousand five hundred DOLLARS (\$185,000) for Electrical Distribution Line Undergrounding across UPRR insuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder. Bond amount shall be adjusted annually per Construction Cost Index San Francisco Region as published by the Engineering News-Record.
11. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY, as obligee, in the penal sum of **Ten thousand DOLLARS (\$10,000) for survey monumentation** associated with the final map. Bond amount shall be adjusted annually per Construction Cost Index San Francisco Region as published by the Engineering News-Record.
12. SUBDIVIDER shall pay all costs for labor or materials in connection with the work of improvement hereunder.
13. Any faithful performance security required hereunder shall be reduced to ten percent (10%) of the security's original value for one (1) year after the date of final completion and initial acceptance of said work to fulfill the one-year maintenance guarantee period for said improvements.
14. Prior to commencing any work, SUBDIVIDER, shall obtain an Encroachment Permit from the Engineering Department and at SUBDIVIDER's sole cost and expense, provide CITY with a duplicate public general liability and automobile liability insurance policy with endorsements showing the CITY as additional insured which insures CITY, its officers and employees against liability for injuries to persons or property (with minimum coverage of \$1,000,000 for each person and \$1,000,000 for each occurrence and \$1,000,000 for property damage for each occurrence) in connection with work performed by, for or on behalf of SUBDIVIDER. Said Policy shall: (a) be issued by an insurance company authorized to transact business in the State of California; (b) be written on the Standard California Comprehensive General Liability Policy Form which includes, but not limited to property damage, and bodily injury; (c) be written on an occurrence basis; (d) require thirty (30) days prior written notice to CITY of cancellation or coverage reduction; (e) provide that it is full primary coverage so that if said CITY, its officers and employees have other insurance covered by said policy, said other insurance shall be excess insurance; (f) provide that said CITY; its officers and employees shall not be precluded from claim against other insured parties thereunder; (g) be maintained in effect until final acceptance of SUBDIVIDER's improvements. If SUBDIVIDER does not comply with the provisions of this paragraph, CITY may (at its election and in addition to other legal remedies) take out the necessary insurance, and SUBDIVIDER shall forthwith repay CITY the premium therefor.
15. SUBDIVIDER shall ensure that any general contractor engaged by the SUBDIVIDER for any work of improvement under this AGREEMENT will have:

- a. In full force and effect, a Worker's Compensation Insurance as shown by a Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give CITY at least thirty (30) days prior written notice of the cancellation or coverage reduction of the policy.

or

- b. In full force and effect, a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations and certified by him to be current, together with a Declaration under penalty of perjury in a form satisfactory to the City Attorney that said Certificate is in full force and effect and that the SUBDIVIDER or its general contractor shall immediately notify the CITY in writing in the event of its cancellation or coverage reduction at any time prior to the completion of all work of improvement.
16. SUBDIVIDER shall indemnify and save harmless CITY, City Council, City Engineer or any other officer or employee or agent of CITY from any and all costs, expenses, claims, liabilities or damages, known or unknown, to persons or property heretofore or hereafter arising out of or in any way connected with the act, omission or negligence of SUBDIVIDER, its officers, agents, employees, contractors or subcontractors or any officer, agent or employee thereof.
 17. SUBDIVIDER shall comply with all conditions and notes of approval for this Subdivision, pay all fees, and costs and expenses incurred by CITY in connection with said Subdivision (including, but not limited to: office check of maps and improvement plans, field checking, staking and inspection of street monuments, construction water, wet taps, testing and inspection of improvement). SUBDIVIDER shall maintain a **Private Job Account No. 1211** (and any subsequent accounts created for this Subdivision) for this purpose with additional deposits as required by CITY.

Remainder of Page Intentionally Left Blank

- a. Estimated Engineering Fees to be paid upon execution of this AGREEMENT are as follows:

	Type of Fees and Deposits	City Account No.	Calculated Fee
1	Plan Review, Map Review and Inspection Deposit	PJ1211-13-2500	\$120,000.00
2	Improvement Reimbursement Fee	310-3614-xx70	N/A
3	Other Fees/Deposits	XXXX-XX-XXX	N/A
		Total =	\$120,000.00

- b. Estimated Engineering Fees to be paid at the time of building permit issuance:

	Type of Fee	City Account No.	Calculated Fee
1	Water Connection Fee (residential): 257 units @ \$1,164 per unit	402-3715	\$299,148.00
2	Water Connection Fee Credit: a credit with \$5.97/gpd @ 75 gpd/ksf for previous use of 140,000sf industrial building		-\$59,759.70
3	Sewer Connection Fee (residential): 257 units @ \$1,406 per unit	452-3715	\$361,342.00
4	Sewer Connection Fee Credit: a credit with \$8.52/gpd @ 75gpd/ksf for previous use of 140,000sf industrial building		-\$85,285.20
5	Storm Drain Connection Fee (residential): \$7.51 acres @ \$16,771.00/acre	340-3711	\$125,950.21
6	Transit Area Specific Plan Impact Fees: 257 units @ \$32,781 per unit	350-3718	\$8,424,717.00
7	Sewer Treatment Plant Fee	452-3714	N/A
	Sub-total		\$9,066,112.31
8	Permit Automation Fee (2.5% of total fees above)	505-3601	\$230,278.93
		TOTAL =	\$9,296,391.24

- c. The above fees set forth in Section 17a and 17b are estimates only. The amount of fee to be paid in Section 17a and 17b shall be the amount in effect as approved by the City Council, at the time that full payment is made to the City. Full payment is due to the City at time of building permit issuance unless otherwise stated in this AGREEMENT.

18. Upon completion of the work and before City Initial Acceptance of the work thereof, SUBDIVIDER shall provide the City a complete Record Drawings showing all the changes from the original plan.
19. Any easement or right-of-way necessary for the completion of any of the improvements required of SUBDIVIDER shall be acquired by SUBDIVIDER at its sole cost and expense. In the event that eminent domain proceedings are necessary for the acquisition of any easement or right-of-way, SUBDIVIDER agrees that it will pay all engineering fees and costs, legal fees and costs, and other incidental costs sustained by CITY in connection with said eminent domain proceedings and any condemnation award and damages (including all costs awarded in said eminent domain proceedings). SUBDIVIDER further agrees that prior to the institution of any eminent domain proceedings and upon ten (10) days written notice from CITY. SUBDIVIDER will deposit such sums as are determined by City Council to be necessary to defray said fees, costs, awards, and damages.

20. CITY will accept on behalf of the public, the public easements offered for dedication upon completion and acceptance of public improvements, and will supply water for sale to and within said Subdivision, provided however, that as a condition precedent to said initial acceptance and to supplying water, SUBDIVIDER shall perform the covenants, terms and conditions of this AGREEMENT.
21. SUBDIVIDER shall have a City-approved Storm Water Control Plan (SWCP), including an Operation and Maintenance Plan (O&M Plan), prior to issuance of first building permit. SUBDIVIDER shall execute an Operation and Maintenance AGREEMENT (O&M AGREEMENT) and establish a Private Job Account in accordance with the O&M AGREEMENT prior to issuance of the last Certificate of Occupancy for the Subdivision.
22. This AGREEMENT shall be deemed to include any final conditions imposed by CITY upon the approval of the tentative and final maps related to public improvements of said Subdivision. All public improvements shall be constructed to the satisfaction of the City Engineer prior to issuance of the first Certificate of Occupancy for any residential unit in the Subdivision.
23. SUBDIVIDER shall, upon ten (10) days written notice from CITY, immediately remedy, restore, repair or replace, at its sole expense and to the satisfaction of City Engineer, all defects, damages or imperfections due to or arising from faulty materials or workmanship appearing within a period of one-year after the date of initial acceptance of all said improvements. If SUBDIVIDER shall fail to remedy, restore, repair, or replace said defects, damages or imperfections as herein required, CITY may at its option, do so and recover the full cost and expense thereof from SUBDIVIDER.
24. This AGREEMENT shall bind the heirs, administrators, executors, successors, assigns and transferees of SUBDIVIDER. It is agreed and understood that the covenants in this AGREEMENT shall run with the land and are for the benefit of the other lands in the CITY OF MILPITAS, and are made by SUBDIVIDER expressly, its heirs, administrators, executors, successors, assigns and transferees and to the CITY, its successors and assigns.
25. Nothing contained in this AGREEMENT shall be construed to be a waiver, release or extension of any provision heretofore required by ordinance, resolution or order of the City Council of the CITY.
26. Time shall be of the essence of this AGREEMENT. All covenants herein contained shall be deemed to be conditions. The singular shall include the plural; the masculine gender shall include the feminine and neuter gender. All comments presented by SUBDIVIDER hereunder shall be subject to approval of the City Attorney as to form.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, the day and year first above written.

*Signed and Sealed this _____ day of _____, 2016.

CITY OF MILPITAS

SUBDIVIDER:

Pulte Home Corporationa Michigan Corporation

By: _____
Thomas C. Williams, City Manager

By: _____

**By: _____
Name:
Title:

APPROVED AS TO FORM THIS

_____ day of _____, 2016

By: _____
Christopher Diaz, City Attorney

APPROVED AS TO SUFFICIENCY THIS

_____ day of _____, 2016

By: _____
Steven Machida, P.E.
Director of Engineering/City Engineer

* Date should be same as date on Page 1 of 6.

** It is essential that the signatures be acknowledged before a California Notary Public and proper acknowledgment shall be attached.